

CCC-880
(10-31-96)**U.S. DEPARTMENT OF AGRICULTURE**
Commodity Credit Corporation**1. CROP****GINNER'S SEED COTTON AGREEMENT**

(See Page 2 for Privacy Act and Public Burden Statements)

THIS AGREEMENT made and entered into this (a) _____ day of (b) _____, (c) 20_____, by
and between Commodity Credit Corporation ("CCC") and (d) _____ ("the ginner")

WHEREAS, CCC, cotton ginner, and cotton producers desire to extend the cotton ginning season in order to reduce ginning costs;

WHEREAS, CCC, has issued Seed Cotton Loan Program Regulations, (7 CFR Part 1427) ("*the Regulations*") providing for a program ("*the program*") for loans by CCC to producers on seed cotton of the crop specified above ("*seed cotton*").

WHEREAS, the ginner desires to participate in the program.

NOW, THEREFORE, in consideration of the premises and other considerations contained herein, the parties hereto agree as follows:

1. If the ginner stores producer's seed cotton on the ginner's premises or on other property over which the ginner has control, the ginner shall:
 - (a) Store such cotton in a manner that will afford adequate protection against weather and other damage and otherwise follow good practices in the handling and care of such cotton.
 - (b) Maintain the storage structures or other facilities in sound physical condition and the fire protection equipment and facilities in good working order and otherwise provide a standard of fire protection consistent with good warehousing practices.
 - (c) Promptly inform the County FSA Office shown below and the producers if any such cotton becomes damaged, is going out of condition, or is in danger of going out of condition and, pending instructions from the county office or the producers, take all reasonable steps to protect and preserve such cotton. The ginner shall pay to CCC the amount necessary to reimburse CCC for any loss or damage incurred to CCC while such cotton is pledged as collateral to CCC.
2. If the ginner acts as agent for the producer, the ginner agrees that the ginner will not make any purchases of the seed cotton redeemed from a loan for their own account or as agent for others; or sell any cotton to any person who has the right to control or direct the ginner's sale of the seed cotton, or the lint cotton produced therefrom.
3. The ginner shall provide insurance coverage as required by the Regulations on all seed cotton stored on the ginner's premises or on other property over which the ginner has control.
4. The ginner shall, on request, gin all seed cotton on which CCC makes a loan under the Regulations and which is stored by the ginner or is delivered to the ginner.
5. At any time during business hours, CCC, its agent, or any duly authorized representative of CCC may inspect the storage facilities; inspect and take inventories of seed cotton stored herein; and examine the books, records, papers, and accounts relating to the cotton and to the storage of the cotton. The ginner shall furnish whatever assistance is needed to enable any such inspection or examination to be made. Such examinations and inspections shall, however, in no way relieve the ginner of the responsibilities under the terms of this agreement or obligations to the producers.
6. The ginner, in carrying out the provisions of this agreement, shall not employ any person undergoing sentence of imprisonment at hard labor.
7. The ginner agrees that, in the performance of this agreement, available space at the storage facilities will be made available to any producer desiring to obtain the benefits of the program, or in the performance of storage and ginning services in any manner discriminate against any such person, because of race, color, sex, religion, age, national origin, marital status, or disability.
8. The ginner warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ginner for the purpose of securing business. For breach or violation of this warranty, CCC shall have the right to terminate this contract without liability or in its discretion to recover the full amount of such commission, percentage, brokerage, or contingent fee.
9. CCC will inform producers in the ginner's area that the ginner has agreed to the conditions specified above and is approved for the storage and ginning of seed cotton.

2. SIGNATURE OF GINNER		DATE (MM-DD-YYYY)
3. BUSINESS ADDRESS OF GINNER		4. LOCATION OF GIN(S)
For Commodity Credit Corporation		
5. BY		6. NAME AND ADDRESS OF COUNTY FSA OFFICE

NOTE: *The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a), and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Agricultural Act of 1949, as amended. The Federal Agriculture Improvement and Reform Act of 1996, the Commodity Credit Corporation Charter Act, as amended, and regulations (7 CFR 1427). These regulations provide that ginners who desire to store seed cotton shall execute and file a written certification and agreement with CCC. This agreement and certification, Form CCC-880, is the required agreement, and without it authority to store CCC loan cotton will not be granted. This information may also be provided to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and In response to orders of a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to information provided.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0074. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***